

EXHIBIT D

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CAUSE NUMBER: 202003116

PLAINTIFF: AL AZHARI, KARIM

In the 129th Judicial

vs.

District Court of

DEFENDANT: SBA PROPERTIES LLC

Harris County, Texas

CITATION

THE STATE OF TEXAS
County of Harris

TO: THE ENGY GROUP LLC (A LIMITED LIABILITY COMPANY) BY SERVING ITS REGISTERED AGENT
MAHENDRU PC
639 HEIGHTS BLVD
HOUSTON TX 77007

Attached is a copy of PLAINTIFF'S FIRST AMENDED PETITION.

This instrument was filed on April 27, 2020, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this April 27, 2020.



Marilyn Burgess

Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

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Issued at request of:
TRAN, STEVEN BIEN
5615 KIRBY DR., SUITE 900
HOUSTON, TX 77005
713-626-1555

Bar Number: 24025685

NO. 2020-03116

KARIM AL AZHARI

VS.

**SBA PROPERTIES, LLC AND
HICKORY CONTAINERS GROUP, INC.**

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

129th JUDICIAL DISTRICT

PLAINTIFF'S FIRST AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Karim Al Azhari, Plaintiff, files this, Plaintiff's First Amended Petition complaining of SBA Properties LLC ("SBA"), Hickory Containers Group Inc. ("Hickory"), The Engy Group, LLC ("Engy") and Francois-Stanislas Bellon a/k/a Stash ("Stash") in the above entitled and numbered and for cause of action would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN AND REQUEST FOR DISCLOSURE

1.1 Discovery is intended to be conducted under Level 2, Texas Rules of Civil Procedure 190.

1.2 Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant is hereby requested to disclose within 50 days of service of this request, the information and material described in Rule 194.2.

II. PARTIES

2.1 Plaintiff Karim Al Azhari (hereinafter referred to as "Azhari") is an individual residing in the United Arab Emirates.

2.2 Defendant SBA is a limited liability company doing business in Texas and has been served with citation through its registered agent, SBA Properties General Management LLC, at 4899 Montrose Blvd. Suite 805, Houston, Texas 77006.

2.3 Defendant Hickory is a limited liability company doing business in Texas and has been served with citation through its registered agent, J. Hugh Willey Jr., at 2121 Sage Road, Suite 250, Houston, Texas 77056.

2.4 The Engy Group, LLC is a limited liability company doing business in Texas and may be served with citation through its registered agent, Mahendru, PC, at 639 Heights Blvd., Houston TX 77007.

2.5 Francois-Stanislas Bellon is an individual who is listed as managing member for Engy on its 2017 Texas Franchise Tax Public Information Report with his address at 2425 Mowery Rd., Houston, TX 77045. He may be served with citation at this address.

III. VENUE AND JURISDICTION

3.1 Venue is proper in Harris County in that the acts and/or omissions giving rise to these causes of action occurred in whole, or in part, in Harris County, Texas.

3.2 This Court has jurisdiction over this action in that it is based upon a breach of contract committed in Harris County, Texas and the damages sought exceed the minimum jurisdictional requirements of this Court.

IV. FACTS

4.1 Sometime in 2019, Stash approached Azhari seeking a loan in the amount of \$250,000. Upon information and belief, Stash and Engy represented to Azhari that the borrower owned a large industrial facility in Houston, TX (located at 2425 Mowery Rd., Houston, TX 77045) and would have no problem paying back the loan plus interest. However, as it turned out, the Borrower (SBA and Hickory) did not own the facility which was actually owned by Engy. Relying on these representations, Azhari entered into a loan agreement with SBA, for the use of Hickory, evidenced by a certain Promissory Note dated June 10, 2019 (hereinafter referred to as the “Note”) whereby Azhari loaned SBA, for the use of Hickory, (collectively, the “Borrower”) the

sum of \$250,000 with an annual interest rate of 12% and a default interest rate of 18%. The maturity date of the Note was set for 90 days from the effective date of the loan.

V. BREACH OF CONTRACT

5.1 Plaintiff incorporates each and every one of the facts set forth in the preceding paragraphs.

5.2 The maturity date of the Note was set for 90 days from the date of the Note. With the maturity date long passed, Plaintiff made a written demand for payment. To date, Defendants have failed to pay Plaintiff any sums due under the Note. Thus, Defendants are in breach of contract with Plaintiff.

VI. FRAUD AND MISREPRESENTATION

6.1 Plaintiff incorporates each and every one of the facts set forth in the preceding paragraphs.

6.2 Upon information and belief, Stash and Engy (in order to induce Azhari to enter into the loan agreement) represented to Azhari that the borrower owned a large industrial facility in Houston, TX (located at 2425 Mowery Rd., Houston, TX 77045) and would have no problem paying back the loan plus interest. However, as it turned out, the Borrower (SBA and Hickory) did not own the facility which was actually owned by Engy. Plaintiff relied on these representations in entering into the Note. Borrower has not paid Plaintiff any amounts due under the Note.

VII. DAMAGES

7.1 The wrongful conduct of Defendants is the proximate cause of actual and consequential damages to Plaintiff in an amount exceeding the minimal jurisdictional limits of this court, and for which it hereby sues.

7.2 All conditions precedent to Plaintiff's recovery of damages have been performed or

have occurred.

VIII. ATTORNEY'S FEES

8.1 Due to the Defendants' wrongful conduct, Plaintiff has hired the undersigned attorney to file this lawsuit for recovery of the damages and other relief due to Plaintiff from Defendants. Plaintiff seeks recovery of contractual and statutory attorney fees.

IX. JURY DEMAND

9.1 Plaintiff hereby requests a trial by jury.

X. PRAYER

WHEREFORE, Plaintiff prays that Defendants be cited to appear and answer and upon final trial herein, Plaintiff be awarded judgment against Defendants and requests the following:

1. Judgment against Defendants for actual damages found by the trier of fact proximately caused by their wrongful conduct;
2. Pre-judgment and post judgment interest at the legal rate;
3. Reasonable and necessary attorney's fees;
4. All costs of court and costs of litigation; and
5. Such other and further relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

BUSH & RAMIREZ, PLLC

/s/Bien C. Tran
Bien C. Tran
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Houston, Texas 77005
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ATTORNEY FOR PLAINTIFF